

Agreement with Limited Irrevocable Power of Attorney, with Cambridge (the "Agreement") entered by ROWMEC and Cambridge on or about September 28, 2007. Pursuant to the Agreement, Cambridge was to fund money to ROWMEC in exchange for potential future payment. A copy of the Agreement is attached hereto as Exhibit "A".

2. The Agreement requires that all disputes concerning the terms, conditions, interpretation or enforcement of the Agreement be resolved through binding arbitration to take place in New Jersey. In pertinent part, the Agreement sets forth:

18. Governing Law, Personal Jurisdiction, Venue and Indemnification.

a. ROWMEC acknowledges and agrees that at CMG's election, any and all disputes that arise concerning the terms, conditions, interpretation or enforcement of this Agreement shall be determined through arbitration pursuant to the Rules and methods outlined by the American Arbitration Association in New Jersey, or in a Court of competent jurisdiction, also at the election of CMG.

...

b. ROWMEC waives any objection to personal jurisdiction or venue, and agrees to submit to the person jurisdiction of any arbitration panel, or state or federal courts located within a 80 mile radius of Hackensack, Bergen County, New Jersey.

c. Except with the written consent of CMG, the State of New Jersey shall be the exclusive forum for all proceedings in a court relating to this within agreement, and/or any other agreements or instruments executed in connection therewith, except that in the event CMG elects Arbitration.

3. In this case, ROWMEC and Cambridge agreed to arbitrate this dispute. As such, the Court should abate this case pending binding arbitration.

II.

4. For these reasons, Defendant Cambridge Management Group, LLC asks this Court abate this Adversary pending the parties' arbitration of their dispute, as required by the Agreement, and to grant it all other relief the Court deems appropriate.

Respectfully submitted,

/s/ David S. Elder

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LLC*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing pleading was served on this 4th day of September, 2009, by ECF or email on all other parties who have made an appearance in this adversary, as follows:

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